COUNSELING**WORKS**

ADOLESCENT · ADULT · COUPLES

Agreement for Counseling Services

Health Insurance & Confidentiality of Records: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that is designed to protect the privacy of patient information, provide for the electronic and physical security of health and patient medical information, and simplify billing and other electronic transactions by standardizing codes and procedures. A piece of this law recently took effect and is known as the HIPAA Privacy Rule. The HIPAA Privacy Rule creates a minimum federal standard for the use and disclosure of Protected Health Information (PHI) by health care organizations. One of the requirements of the Privacy Rule is that we give to you a Notice of Privacy Practices (NPP) that describes your rights and protections regarding your health care records (PHI).

How Counseling Works may use and disclose information:

For Treatment: Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a patient presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Counseling Works. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Counseling Works will use their clinical judgment when revealing such information. Oswego Wellness will not release records to any outside party unless they are authorized to do so by all adult family members who were part of the treatment.

If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Billing: Counseling Works may make disclosures to insurance companies to determine eligibility or obtain payment, and we will only disclose the minimum amount of information necessary to do so. As a client of Counseling Works, you have the opportunity to request restrictions on disclosures to your insurance company. If there is any problem with my charges, my billing, your insurance, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

Verbal Permission: We may use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

Release of Information: Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

RIGHTS REGARDING YOU PHI
You have the following rights regarding PHI we maintain about you.
• You have the right to request copy of your PHI
• The right to request your PHI to be amended
• The right to request an account of all disclosures of your medical record
• The right to request a restriction of your PHI
• The right to request confidential communication regarding your PHI
• Right to request a copy of this notice.

Statement of Principles and Complaint Procedures

It is my intention to fully abide by all the rules of the state licensing board with which I hold my license. Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and to seek solutions to them. If you feel that I have treated you unfairly or have even broken a professional rule, please tell me.

Our Agreement / Consent for Treatment

I, the client (or his or her parent or guardian), understand I have the right not to sign this form. My signature below indicates that I have read and discussed this agreement; it does not indicate that I am waiving any of my rights. I understand I can choose to discuss my concerns with you, the therapist, before I start (or the client starts) formal therapy. I also understand that any of the points mentioned above can be discussed and may be open to change. If at any time during the treatment I have questions about any of the subjects discussed in this brochure, I can talk with you about them, and you will do your best to answer them.

I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I have read, or have had read to me, the issues and points in this packet. I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this packet. I hereby agree to enter into therapy with this therapist (or to have the client enter therapy), and to cooperate fully and to the best of my ability, as shown by my signature here.

_____

Signature (must be 18 years of age or older) | Relationship to patient | Date

_____

Signature of Patients ages 12-17

I, the therapist, have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this brochure. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

_____ _____

Signature of therapist | Date

I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you.